

SECOND AMENDMENT TO LEASE

This Second Amendment to Lease (this "**Amendment**") is made and entered into as of the January 9, 2014, by and between LIT INDUSTRIAL LIMITED PARTNERSHIP, a Delaware limited partnership ("**Landlord**") and SOLOPOWER, INC., a Delaware corporation ("**Tenant**").

RECITALS

A. Landlord and Tenant are parties to that certain Lease Agreement dated as of August 3, 2011 (the "**Initial Lease**") as amended by First Amendment to Lease dated as of August 9, 2013 (the "**First Amendment**"). The Initial Lease and the First Amendment are referred to collectively herein as the "**Original Lease**."

B. Pursuant to the Original Lease, Landlord leases to Tenant, and Tenant leases from Landlord, certain premises (the "**Premises**") consisting of approximately 225,250 rentable square feet within the building located at 6308-6310 N. Marine Drive, Portland, Oregon, as more particularly described in the Original Lease.

C. Landlord and Tenant desire to amend the Original Lease in accordance with the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. **Defined Terms.** All capitalized terms used herein but not specifically defined in this Amendment shall have the meanings ascribed to such terms in the Original Lease. The term "**Lease**" where used in the Original Lease, the Forbearance Agreement and this Amendment shall hereafter refer to the Original Lease, as amended by the Forbearance Agreement and this Amendment.

2. **Deferred Base Rent.** Paragraph 2 of the First Amendment is hereby deleted in its entirety and replaced with the following:

"(a) Subject to the terms and conditions of this Paragraph 2, provided that Tenant does not default under the Lease from and after the date of this Amendment (and is not late in the payment of Base Rent, Operating Expenses, or any other amounts due and payable under the Lease), Tenant shall be permitted to defer the payment of a portion of the Base Rent due and payable under the Lease equal to \$39,855.70 per month with respect to the nine (9) month period from July 1, 2013 through and including March 31, 2014 only (collectively, the "**Deferred Base Rent**"), for a total amount of Deferred Base Rent equal to \$358,701.30 in the aggregate (subject to the terms hereof). For avoidance of doubt, Tenant shall remain responsible for the payment of the balance of Base Rent due under the Lease with respect to such period of July 1, 2013 through March 31, 2014 (i.e., the remaining \$39,855.70 per month) together with Operating Expenses and all other amounts due under the Lease. Tenant shall be responsible to repay the Deferred Base Rent to Landlord in accordance

with Paragraph 2(b) below.

(b) Provided that Tenant does not commit any default under the Lease from and after the date of this Amendment, and provided that Tenant is not late in the payment of any amount due hereunder or under the Lease, then Tenant shall be permitted to repay the Deferred Base Rent (together with interest on such amount at the rate of nine percent (9%) per annum), over the period from April 1, 2014 through March 31, 2015 (the "**Repayment Period**"), by making twelve (12) monthly payments to Landlord in the amount of \$31,368.96 each, with each such payment due and payable on or prior to the first day of each month during the Repayment Period (with the first payment due and payable on or prior to April 1, 2014, and the last payment due and payable on or prior to March 1, 2015). All payments due and payable under this Paragraph 2(b) shall be in addition to Base Rent, Operating Expenses and any other amounts due under the Lease. Notwithstanding the foregoing or anything to the contrary herein, if the Lease expires or is terminated for any reason prior to full repayment by Tenant of the Deferred Base Rent, then the entire amount of Deferred Base Rent (to the extent not already repaid by Tenant) shall immediately become due and payable.

(c) Tenant understands and agrees that the deferral of Base Rent described above is conditioned upon Tenant's not being in default under the Lease (or late in the payment of any amounts due and payable under the Lease). Accordingly, upon the occurrence of any default (or late payment) under the Lease, at Landlord's election, in addition to all other rights and remedies available to Landlord, (i) all deferred Base Rent shall immediately become due and payable, and (ii) Tenant shall no longer be permitted to defer the payment of any Base Rent. Tenant agrees and acknowledges that notwithstanding the fact that Landlord may not elect to cause Tenant's right to defer payment of any Base Rent to become null and void on account of any particular default or late payment by Tenant, Landlord shall at all times retain the right to cause the such right to become null and void at any time following the occurrence of any default or late payment by Tenant (and Tenant expressly waives any claim that Landlord shall have waived its right to do so as a result of any failure of Landlord to make such election following any particular default or late payment by Tenant, or as a result of any other course of conduct by Landlord absent an express written agreement to the contrary). The obligation of Tenant to repay any deferred Base Rent shall survive the expiration or any earlier termination of the Lease."

3. Condition of Premises. Tenant shall continue to lease the Premises "as is," "with all faults," and "without any representations or warranties." Tenant agrees and warrants that it has investigated and inspected the condition of the Premises and the suitability of same for Tenant's purposes, and Tenant hereby waives and disclaims any objection to, cause of action based upon, or claim that its obligations hereunder should be reduced or limited because of the condition of the Premises or the Building or the suitability of same for Tenant's purposes. Tenant acknowledges that neither Landlord nor any agent or employee of Landlord has made any representations or warranty with respect to the Premises or the Building or with respect to its suitability for the conduct of Tenant's business and Tenant expressly warrants and represents that Tenant has relied solely on its own investigation and inspection of the Premises and the Building in its decision to enter into this Amendment and to let the Premises in its "as-is" condition.

4. Landlord's Costs. Tenant shall reimburse Landlord, upon demand, for all costs,

expenses and attorney's fees incurred by Landlord in connection with this Amendment.

5. Release by Tenant. As a material inducement to Landlord's agreement to enter into this Amendment and agree to the terms and conditions of Paragraph 2 above, Tenant, on behalf of itself and its predecessors, successors, affiliates and assigns, and all other persons, firms and corporations claiming through Tenant, and each of them (collectively, the "**Tenant Releasing Parties**"), does hereby release Landlord and its predecessors, successors, affiliates and assigns, and their respective partners, officers, shareholders, agents, contractors, representatives, employees and attorneys (collectively the "**Landlord Released Parties**"), of and from any and all claims, demands, disputes, damages, liabilities, obligations, controversies, debts, costs, expenses, lawsuits, actions, causes of action and other rights to relief, both legal and equitable, of every kind and nature, whether now known or unknown, suspected or unsuspected, past or present, contingent or fixed, which the Tenant Releasing Parties, or any of them, now have, had, or at any time hereafter may have, against the Landlord Released Parties, or any of them, arising out of or in connection with the Lease or the Premises (to the extent related to any period of time prior to the date of this Amendment). In this regard, Tenant waives all rights it has or may hereafter have that any claim, demand, obligation or cause of action has, through ignorance, oversight or error, been omitted from the terms of this paragraph.

6. Estoppel. Tenant warrants, represents and certifies to Landlord that as of the date of this Amendment, (a) Landlord is not in default under the Lease, and (b) Tenant does not have any defenses or offsets to payment of rent and performance of its obligations under the Lease as and when same becomes due.

7. Severability. Any provision of this Amendment which shall prove to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

8. Attorneys' Fees. In the event either party shall commence an action to enforce any provision of this Amendment (or the Lease), the prevailing party in such action shall be entitled to receive from the other party, in addition to damages, equitable or other relief, any and all costs and expenses incurred, including reasonable attorneys' fees and court costs and the fees and costs of expert witnesses, and fees incurred to enforce any judgment obtained. This provision with respect to attorneys fees incurred to enforce a judgment shall be severable from all other provisions of the Lease, shall survive any judgment, and shall not be deemed merged into the judgment. Tenant shall also reimburse Landlord for all costs incurred by Landlord in connection with enforcing its rights under the Lease in a bankruptcy proceeding, or other proceeding under Title 11 of the United States Code, as amended, including without limitation, legal fees, experts' fees and expenses, court costs and consulting fees.

9. Brokers. Tenant represents and warrants to Landlord that it has not dealt with any broker with respect to this Amendment. If Tenant has dealt with any broker, agent or other person other than Broker, Tenant shall be solely responsible for the payment of any fees due said person or firm and Tenant shall protect, indemnify, hold harmless and defend Landlord from any liability in respect thereto.

10. Further Assurances. Each of the parties hereto agrees to execute and deliver all such further documents and to take all such further actions as may be reasonably requested by the other party hereto to effectuate fully the terms and provisions of this Amendment, provided such documents or actions do not limit, reduce or impair the rights of the party upon whom such request is made.

11. Binding Effect. This Amendment shall be binding upon and inure to the benefit of Landlord, its successors and assigns and Tenant and its permitted successors and assigns.

12. Facsimile/PDF; Counterparts. Each party hereto, and their respective successors and assigns shall be authorized to rely upon the signatures of all of the parties hereto on this Amendment which are delivered by facsimile or PDF as constituting a duly authorized, irrevocable, actual, current delivery of this Amendment with original ink signatures of each person and entity. This Amendment may be executed in counterparts, each of which shall be deemed an original part and all of which together shall constitute a single agreement.

13. Original Lease in Full Force. Except for those provisions which are inconsistent with this Amendment and those terms, covenants and conditions for which performance has heretofore been completed, all other terms, covenants and conditions of the Original Lease shall remain unmodified and in full force and effect and Landlord and Tenant hereby ratify the Original Lease, as amended hereby.

[Signature page follows]

IN WITNESS WHEREOF, this Amendment is executed as of the day and year first set forth above.

TENANT:

SOLOPOWER SYSTEMS, INC.,
a Delaware corporation

By: **Ex. 6 PP / Ex. 7(C)**
Name:
Its:

LANDLORD:

LIT INDUSTRIAL LIMITED PARTNERSHIP,
a Delaware limited partnership

By: LIT Holdings GP, LLC,
a Delaware limited liability company,
its sole general partner

By: Lion Industrial Properties, L.P.,
a Delaware limited partnership,
its sole member

By: LIT GP Sub, LLC,
a Delaware limited liability company
its sole general partner

By: Lion Industrial Trust,
a Maryland real estate investment trust,
its sole member and manager

By: **Ex. 6 PP / Ex. 7(C)**
Name:
Title: